

RESOLUTION 2004 - 111

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TERMINATING THE AGREEMENT WITH OAK PARK STABLE AND CARRIAGE COMPANY, INC. FOR THE MAINTENANCE OF THE ROLLING OAKS PASSIVE OPEN SPACE PARK AND THE SUNSHINE RANCHES EQUESTRIAN PARK; APPROVING A REPLACEMENT AGREEMENT WITH THE LANDSCAPE COMPANY, INC. FOR \$53,483 PER YEAR, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, funding for the Rolling Oaks Passive Open Space Park and the Sunshine Ranches Equestrian Park (collectively the "Parks") is dependent upon the implementation of a park maintenance plan; and

WHEREAS, the Town desires to maintain the parks in a first class condition; and

WHEREAS, the current service provider, Oak Park Stable and Carriage Company, Inc. ("Oak Park"), did not maintain the Parks in accordance with the Town's expectations and therefore, termination is warranted; and

WHEREAS, Oak Park had been hired in accordance with the Town's procurement process; and

WHEREAS, the Town has contacted the other vendors who responded to the Town's Request for Proposals ("RFP") to determine if they would honor their RFP submissions; and

WHEREAS, after speaking to the remaining two vendors the Town reanalyzed the proposals and has selected Landscape Company, Inc. ("Landscape Company") for these services; and

WHEREAS, the Town has utilized Landscape Company on two other occasions and has been extremely satisfied with its service.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby terminates any and all prior agreements and understandings between the Town of Southwest Ranches and Oak Park Stable and Carriage Company, Inc., for its park maintenance and management services.

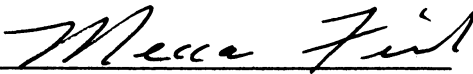
Section 3. The Town Council hereby approves an agreement between the Town of Southwest Ranches and Landscape Company, Inc., in substantially the same form as that attached hereto as Exhibit "A", for the Town's park maintenance and management services, in the amount of \$53,483 per year, for a five-year term.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.


PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of September 2004, on a motion by Vice Mayor Knight and seconded by Council Member Maines.

Fink	<u>Y</u>	Ayes	<u>5</u>
Knight	<u>Y</u>	Nays	<u>0</u>
Blanton	<u>Y</u>	Absent or	
Maines	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		



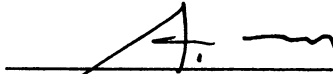
Mecca Fink, Mayor

ATTEST:



Shari Canada, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
868407_1.DOC

Agreement between

Town of Southwest Ranches

and

Landscape Company, Inc.

For

**Management and Maintenance Services Related to
the
Sunshine Ranches 20-Acre Equestrian Park
and
Rolling Oaks 46-Acre Passive Open Space Park**

AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN" and Landscape Company, Inc., hereinafter referred to as "SERVICE PROVIDER".

WHEREAS, in furtherance of the Town's procurement process, the Town issued a Request for Proposals seeking qualified vendors to manage and to maintain the Sunshine Ranches Equestrian Park and the Rolling Oaks Passive Open Space Park (collectively the "Parks"); and

WHEREAS, on October 22, 2003, the Town closed its procurement process and opened the vendor submittals; and

WHEREAS, the Town reviewed the three submittals and awarded the contract to Oak Park Stable and Carriage Company, Inc. ("Oak Park"); and

WHEREAS, since Oak Park did not maintain the Parks in accordance with the Town's expectations its contract was terminated; and

WHEREAS, the Town has contacted the other vendors who responded to the Town's Request for Proposals ("RFP") to determine if they would honor their RFP submissions; and

WHEREAS, after speaking to the remaining two vendors the Town reanalyzed the proposals and has selected Landscape Company, Inc. ("Landscape Company") for these services; and

WHEREAS, the Town has utilized Landscape Company on two other occasions and has been extremely satisfied with its service; and

WHEREAS, the Town wishes to maintain the Parks in a first class condition.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and SERVICE PROVIDER hereby agree as follows:

Section 1: Scope of Services

1.1 Upon execution of this Agreement the SERVICE PROVIDER shall, upon official written notice by the Town Administrator, commence to perform the duties and responsibilities as defined and described in Exhibit "A" for the Sunshine Ranches Equestrian Park and Exhibit "B" for the Rolling Oaks Park

1.2 Services will be provided based upon request for service provided by the Town Administrator or its designee.

Section 2: Compensation

2.1 All services provided shall be compensated in accordance with annual compensation identified in Exhibit "C".

2.2 Annual Compensation identified for the first year of the Agreement shall be Fifty Three Thousand Four Hundred Eighty Three Dollars (\$53,483). Subsequent annual compensation is specified in Exhibit "C".

Section 3: Method of Payment

3.1 TOWN and SERVICE PROVIDER agree the payment will be provided monthly, subject to the delivery of monthly invoice to the Town and verification by TOWN that services have been provided.

Section 4: Term

4.1 TOWN and SERVICE PROVIDER agree that this Agreement shall be for a period of five (5) years from the commencement date. This Agreement shall commence on September 1, 2004 and shall end at 12:00 noon on August 31, 2009. Based upon mutual agreement and approval by the Town Council this Agreement may be extended for two additional three (3) year periods.

Section 5: Assignment and Performance

5.1 All work to be performed pursuant to this Agreement shall be performed by the SERVICE PROVIDER and work to be subcontracted to other parties or firms must have the consent and approval of the Town Administrator.

5.2 Performance will be reviewed annually, said review will be based upon observation of work performed and valid complaints from residents.

Section 6: Indemnification of Town

6.1 To the extent permitted by law, SERVICE PROVIDER, shall defend, save harmless and indemnify TOWN against any tort, liability claim or demand or any and all other legal action, arising out of the SERVICE PROVIDER's actions while providing the services under this Agreement.

Section 7: Insurance

7.1 Workers' Compensation Insurance, SERVICE PROVIDER to provide for all employees workers compensation insurance in compliance with the Worker's Compensation Law of the State of Florida.

7.2 Comprehensive General Liability Insurance, SERVICE PROVIDER to provide comprehensive general liability with minimum limit of One Million Dollars (\$1,000,000) per occurrence.

7.3 Automobile Liability Insurance, SERVICE PROVIDER to provide automobile liability insurance with a limit of \$500,000 per occurrence and \$500,000 minimum property damage covering Service Provider's activities on the Project premises.

7.4 SERVICE PROVIDER shall provide to TOWN Certificates of Insurance or copies of insurance policies as required by Section 7 of this Agreement. All Certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

Section 8: Notice

8.1 Whenever either party desires to give notice unto the other, such notice must be in writing, return receipt requested, addressed to the party to whom it is intended at the place specified. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

John Canada, Town Administrator
Town of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, Florida 33331

For SERVICE PROVIDER:

Michael Smith, President
The Landscape Company
8946 SW 52ND CT.
COOPER CITY FL, 33322

Section 9: Termination

- 9.1 This Agreement may be terminated for cause by action of Town Administrator or by SERVICE PROVIDER upon immediate written notice by the party that elects to terminate
- 9.2 This Agreement may be terminated for convenience by action of Town Administrator or by SERVICE PROVIDER upon not less than thirty (30) day's written notice.
- 9.3 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner that will meet or accomplish the objectives or multiple breach of the provisions of this Agreement.
- 9.4 In the event that this Agreement is terminated for convenience, SERVICE PROVIDER shall be paid for any services performed to the date this Agreement is terminated. Upon being notified of TOWN'S election to terminate, SERVICE PROVIDER shall refrain from performing further services or incurring additional expenses.

Section 10: Change of Agreement and additional services

- 10.1 TOWN and SERVICE PROVIDER may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Any such changes shall be in the form of a written amendment that is executed by the parties with the same formality and of equal dignity to this Agreement, prior to any change from this Agreement.

Section 11: Additional Terms

- 11.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The headings used in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.
- 11.2 Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

- 11.3. Assignment: The respective obligations of the parties set forth herein shall not be assigned, or subcontracted in whole or in part, without the written consent of the other parties.
- 11.4 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to the conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 11.5 Breach: Each party hereto acknowledges and agrees that in the event that the other party breaches (such party, the "Breaching Party") any representation, warranty, term, condition or obligation to be kept and performed by such Breaching Party, that the non-breaching party shall suffer damages and that the non-breaching party shall have all rights available to the non-breaching party at Law or in Equity to enforce the non-breaching party's rights under this Assignment. In addition, the Breaching Party agrees that the non-breaching party shall be entitled to attorneys' fees and costs for enforcement of the terms and conditions of this Agreement at all tribunal levels.
- 11.6 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.
- 11.7 Severability: In the event any word, phrase, clause, sentence or section of this Agreement is found by a court of competent jurisdiction to be invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Agreement.
- 11.8 Third Party Beneficiaries: None of the parties hereto have intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 11.9 Waiver: The failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.10 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

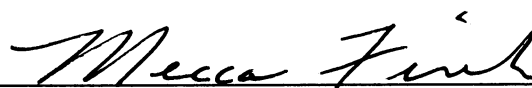
IN WITNESS THEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS Agreement on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its TOWN COUNCIL, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Council action on the 9th day of September, 2004 and Town of Southwest Ranches signing by and through its Mayor, duly authorized to execute same.

TOWN
TOWN OF SOUTHWEST RANCHES

ATTEST:



Shari Canada, Town Clerk

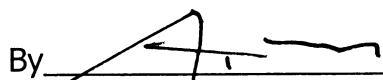


Mecca Fink, Mayor



John Canada, Town Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

By 

Gary A. Poliakoff, Town Attorney

868493_1.DOC

SERVICE PROVIDER

THE LANDSCAPE COMPANY INC

By [Signature] Pres.

MICHAEL S. SMITH PRES.
Print

By _____

Print

8th day of OCT, 20014

Exhibit "A"

**TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
LANDSCAPE MAINTENANCE SPECIFICATIONS**

Mowing:

Turf to be cut at least sixteen (16) times a year. Optional cuts can be requested forty-eight (48) hours before the additional cut date.

Clipping removal and cleanup:

Post-mowing cleanup will be done immediately after each cut. Contractor will coordinate mowing and cleanup so that blowing can be completed by the end of the day.

Edging:

Parking lot, sidewalk, trails, and beds edging every mowing sequence.

Line trimming:

Trimming around permanent fixtures, including exterior fence lines, to be performed at each mowing sequence.

Weed Removal (Beds):

All tree and landscape beds will be manually cultivated twelve (12) times a year.

Shrub Trimming:

Shrubs and ground cover will be shaped up to twelve (12) times a year.

Sucker Trimming / Pruning:

Trees will be limbed up to eight (8) feet, up to twelve (12) times a year.

Palm Tree Trimming / Pruning:

Dead palm fronds and seed pods reachable with a pole saw will be removed up to twelve (12) times a year.

Entrances and Monuments Trimming:

Entrances and monuments will be shaped up to twelve (12) times a year.

Tree Trimming:

Other tree trimming work is not a part of this contract and will be bid separately.

Mulch:

Upon request by the Town, Service Provider will install mulch to be supplied by the Town.

Communication:

The Contractor will immediately notify the Town of any problems identified that could cause damage to turf, plant material, etc., which are beyond the control of Contractor.

Initials



CONTRACTOR

Initials

TOWN

TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
LAWN CUT SCHEDULE

JANUARY	1
FEBRUARY	1
MARCH	1
APRIL	1
MAY	1
JUNE	2
JULY	2
AUGUST	2
SEPTEMBER	2
OCTOBER	1
NOVEMBER	1
DECEMBER	1

Initials 
CONTRACTOR

Initials _____
TOWN

TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
GENERAL MAINTENANCE SPECIFICATIONS

Equestrian Rings/Trails Maintenance (monthly)

1. The Contractor will monitor the Equestrian Trails, Show and Practice Rings on a monthly basis and will remove and properly dispose of excess manure, if needed.
2. The Contractor will level off the Show and Practice Rings by dragging on a monthly basis. Additional dragging maintenance can be requested forty eight-(48) hours in advance.

Lighting Maintenance:

1. The Contractor will monitor all lighting on a monthly basis and will replace bulbs and/or lenses, to be supplied by the Town, as needed.

Tot Lot Maintenance:

1. Trash and debris will be removed from surface material on a weekly basis.
2. Surface material will be raked on a monthly basis.
3. The Contractor will monitor the site structures and furnishings and will provide immediate reports of damage or vandalism. Incidental repair/replacement for damage or vandalism will be performed on an "as needed" basis.
4. Play structures shall be pressure cleaned or washed on an annual basis. Additional cleanings, if necessary, will be bid separately.
5. Replenishment of surface material is not included in this contract and will be bid separately, when necessary.

Fence Maintenance:

1. Fencing shall be pressure cleaned or washed on an annual basis. Additional cleanings, if necessary, will be bid separately.
2. Incidence of damage/vandalism will be reported immediately. Repair for damage / vandalism is not included in this contract and will be bid separately.

Building Maintenance:

1. Contractor shall clean all restroom fixtures on a weekly basis.
2. Contractor shall daily inspect, supply and replenish paper products and soap.
3. Contractor shall clean Drinking Fountain(s) on a weekly basis or as necessary
4. Buildings shall be pressure cleaned on an annual basis. Additional cleanings, if necessary, will be bid separately.
5. Contractor shall on a weekly basis remove graffiti and repaint any surfaces needed using graffiti remover and matching paint provided by the Town.

Initials
CONTRACTOR

Initials
TOWN

TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
GENERAL MAINTENANCE SPECIFICATIONS, Cont'd.

General Maintenance:

1. The Contractor shall police all park grounds for and will dispose of all trash / debris into pick up receptacles kept in the building storage room on a weekly basis.
2. The Contractor shall place park trash and recycling receptacles at curbside for pickup on a weekly basis no earlier than 5PM on the day before pickup. Empty receptacles shall be returned to the building storage room the day of pickup no later than park closing on any given day.
3. The Contractor shall on a weekly basis remove graffiti and repaint any surfaces needed using graffiti remover and matching paint provided by the Town.
4. Incidental repair/replacement for damage/vandalism (Benches, picnic tables, drinking fountains, restroom fixtures, doors, knobs, locks, bike racks, wash rack ties, hose, and nozzle as needed)
5. Contractor shall observe for and report any plumbing repairs needed immediately.
6. Contractor shall observe for and report any drinking fountain repairs needed immediately.

Park Opening / Closing:

1. Contractor shall be responsible for daily opening/lock up of three park gates (one vehicular and two equestrian). Additionally, Contractor shall be responsible for ensuring the lock up of seven (7) individual gates at the East and South perimeter areas of the park:

Year Round: approximately ½ hour after sunrise
approximately ½ hour before sunset

Initials
CONTRACTOR

Initials
TOWN

Exhibit "A"
TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
MAINTENANCE SPECIFICATIONS
Page 5

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Mowing/Cleanup	1	1	1	1	1	2	2	2	2	1	1	1
Edging	1	1	1	1	1	2	2	2	2	1	1	1
Line Trimming	1	1	1	1	1	2	2	2	2	1	1	1
Weed Removal / Beds	1	1	1	1	1	1	1	1	1	1	1	1
Palm / Tree Sucker Pruning	1	1	1	1	1	1	1	1	1	1	1	1
Shrub/Hedge Shaping	1	1	1	1	1	1	1	1	1	1	1	1
Mulch	<u>Upon request</u>											
Ring/Trail Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Lighting Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Tot Lot trash removal	<u>Weekly</u>											
Tot Lot raking	1	1	1	1	1	1	1	1	1	1	1	1
Tot Lot pressure cleaning	<u>Annually</u>											
Fence Maintenance	<u>Annually</u>											
Clean Restroom, drinking fountain(s), pick up trash, graffiti removal	<u>Weekly</u>											
Curbside Trash Removal	<u>Weekly</u>											
Inspect & Replenish Paper and Soap	<u>Daily</u>											
Building Pressure cleaning	<u>Annually</u>											
Opening/Lockup	<u>Twice daily</u>											

Initials 
CONTRACTOR

Initials _____
TOWN

Exhibit "B"

**TOWN OF SOUTHWEST RANCHES
Rolling Oaks Park
LANDSCAPE MAINTENANCE SPECIFICATIONS**

Mowing:

Turf to be cut sixteen (16) times a year. Optional cuts can be requested forty-eight (48) hours before the additional cut date.

Clipping removal and cleanup:

Post-mowing cleanup will be done immediately after each cut. Contractor will coordinate mowing and cleanup so that blowing can be completed by the end of the day.

Edging:

Parking areas, trails, and beds edging every mowing sequence.

Line trimming:

Trimming around permanent fixtures, including exterior fence lines, to be performed at each mowing sequence, or as needed.

Sucker Trimming / Pruning:

Trees will be limbed up to eight (8) feet, up to twelve (12) times a year.

Entrances and Monuments Trimming:

Entrances and monuments will be shaped up to twelve (12) times a year.

Tree Trimming:

Other tree trimming work is not a part of this contract and will be bid separately.

Mulch:

Upon request by the Town, Service Provider will install mulch to be supplied by the Town.

Communication:

The Contractor will immediately notify the Town of any problems identified that could cause damage to turf, plant material, etc., which is beyond the control of Contractor.

Initials


CONTRACTOR

Initials

TOWN

TOWN OF SOUTHWEST RANCHES
Rolling Oaks Park
LAWN CUT SCHEDULE

JANUARY	1
FEBRUARY	1
MARCH	1
APRIL	1
MAY	1
JUNE	2
JULY	2
AUGUST	2
SEPTEMBER	2
OCTOBER	1
NOVEMBER	1
DECEMBER	1

Initials 
CONTRACTOR

Initials _____
TOWN

TOWN OF SOUTHWEST RANCHES
Rolling Oaks Park
GENERAL MAINTENANCE SPECIFICATIONS

Trails Maintenance (monthly)

1. The Contractor will monitor the Trails on a monthly basis and will remove and properly dispose of excess manure, if needed.
2. Additional maintenance can be requested forty-eight (48) hours in advance.

Fence Maintenance:

1. Fencing shall be pressure cleaned or washed on an annual basis. Additional cleanings, if necessary, will be bid separately.
2. Incidence of damage/vandalism will be reported immediately. Repair for damage / vandalism is not included in this contract and will be bid separately.

General Maintenance:

1. The Contractor shall police all park grounds for and will dispose of all trash / debris on a weekly basis.
2. The Contractor shall on a weekly basis remove graffiti and repaint any surfaces needed using graffiti remover and matching paint provided by the Town.
3. Incidental repair/replacement for damage/vandalism to be performed as needed.
4. Contractor shall observe for and report any plumbing repairs needed immediately.

Park Opening / Closing:

1. Contractor shall be responsible for daily opening/lock up of park gates.
Year Round: approximately ½ hour after sunrise
approximately ½ hour before sunset

Initials
CONTRACTOR

Initials
TOWN

Exhibit "B"
TOWN OF SOUTHWEST RANCHES
Rolling Oaks Park
MAINTENANCE SPECIFICATIONS
Page 4

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Mowing / Cleanup	1	1	1	1	1	2	2	2	2	1	1	1
Edging	1	1	1	1	1	2	2	2	2	1	1	1
Line Trimming	1	1	1	1	1	2	2	2	2	1	1	1
Tree Sucker Trimming	1	1	1	1	1	1	1	1	1	1	1	1
Entrance Shaping	1	1	1	1	1	1	1	1	1	1	1	1
Mulch	<u>Upon request</u>											
Trail Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Fence Maintenance	<u>Annually</u>											
Trash Removal	<u>Weekly</u>											
Graffiti Removal	<u>Weekly</u>											
Daily Opening/Lockup	<u>Twice daily</u>											

Initials _____
CONTRACTOR

Initials _____
TOWN

Exhibit "C"

Compensation

	<u>Annual</u>	<u>Monthly</u>
1 st Year	\$53,483	_____
2 nd Year	_____	_____
3 rd Year	_____	_____
4 th Year	_____	_____
5 th Year	_____	_____

Initials  _____
CONTRACTOR
868493_1.DOC

Initials _____
TOWN